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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 8
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DENVER, CO 80202-2466
<http://www.epa.gov/region08>

19 May 2000

Mel & Lerah Parker
5000 Highway 37 N.
Libby, Montana 59923

Subject: Access Agreement and Other Items for the Start of Clean-up of the Former W.R. Grace Screening Plant

Dear Mel & Lerah,

As we have been discussing, and after what must have been an aggravating past few months, the time is approaching to begin the clean-up and removal of asbestos contamination from your property. I would like to thank you for the patience and cooperation that you have shown to me, the EPA, and our assorted contractors as we have been conducting our investigations and negotiations. This has to have been extraordinarily stressful to you and your family, and I apologize if I, or the EPA has contributed in any way to that stress. With this letter, I would like to address three items of business that we must discuss prior to the start of any clean-up work: the first is to formalize our access agreement to begin work on your property; the second is to discuss how we will make arrangements to relocate you and your possessions to a suitable location prior to the start of clean up; and the third is to begin discussing how to finalize the arrangements for the restoration of your property.

On the access issue, the EPA has received, and will honor your request for the EPA to perform the clean-up on your property, not by W.R. Grace or its contractors. To this end I have enclosed a fairly standard version of an EPA Access Agreement that outlines the basic work to be done, and upon your signature will grant access to EPA, MDEQ, their representatives, and contractors only. No one else will be allowed access to your property by EPA without your expressed permission. Please review the Access Agreement, and if it is satisfactory please sign it and drop it off with Linda in our Libby Office. If you have questions, concerns, or would like to make changes to the agreement, please call me or Matt Cohn directly, and we should be able to resolve them in short order.

On the issue of relocation, the EPA has tasked the Volpe Research and Special Program Administration of the Department of Transportation (Volpe Center) to make arrangements for



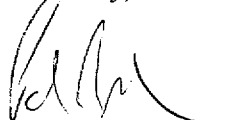
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your relocation. You might remember meeting Paul Kudarauskas, Mark Raney, or John McGuiggin with the Volpe Center. Paul and John will be the main points of contact for you on working out the details, and will be contacting you directly. The general plan is to set up a Purchase Order with you directly, thus paying you a stipend for rent and living expenses, plus a payment to cover expenses you incur during the move. For now we would like to set it up to cover one year, and adjust it as needed toward the end of that period. Hopefully, you will be in a position to move back onto the property before the year is out, but this gives us the flexibility to adjust the arrangements if circumstances are different than we anticipate.

The last thing I wish to discuss in this letter is the need to begin the planning for the restoration of your property. As you know, the clean up of your property will involve the demolition of the structures on it, and excavation of soils covering the vast majority of your land. This will result in the loss of much real property, landscaping, and other improvements to which you are entitled to an equitable replacement. It would be the EPA's preference, if possible, to provide you with a cash settlement in-lieu of completing a full restoration. This would allow you flexibility in what you put back on the property, while keeping the EPA out of the home building and landscaping business. I am aware, that as part of your negotiations with W.R. Grace that you have already assembled a fair amount of information documenting the value of your property, including equipment and landscaping. This should serve as a good starting point for our discussions. No matter what approach we take, it would be in our collective interests to begin these discussions in the near future.

Thank you again for your cooperation and consideration on this project. I will make every effort to complete the work ahead of us in a safe, satisfactory, and timely fashion. I value your input on these matters, and realize that you are the ones most directly impacted by the situation at hand, and the decisions made in response. To the extent that it is allowable under the law I will try to accommodate and address your wishes and concerns about your property.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Paul R. Peronard', with a stylized flourish at the end.

Paul R. Peronard
On Scene Coordinator
Libby Asbestos Site

Access Agreement

Name and Address of Property: Mel & Lerah Parker
5000 Highway 37 N.
Libby, Montana 59923

I consent to officers, employees, contractors, and authorized representatives of the U.S. Environmental Protection Agency (EPA) and/or the Montana Department of Environmental Quality (MDEQ) entering and having continued access to our property to conduct the clean up and removal of asbestos and other hazardous substances from the property. These activities will generally include, but are not limited to:

- A. The cleaning and/or demolition and subsequent removal of all buildings and other structures on the property.
- B. The excavation and removal of contaminated soils from the property.
- C. Backfilling and regrading of the property.
- D. The use of water within the scope of the existing water rights for the withdrawal from Rainy Creek, the Kootenai River, and on-site wells.
- E. Collection of various soil, water, dust, and air samples.
- F. The conduct of other miscellaneous response actions as may arise from unknown conditions during the clean-up (e.g.- the discovery of an underground tank).
- G. Re-vegetation and other restoration activities.

I realize that these actions by EPA and MDEQ are undertaken pursuant to their response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act as amended (aka Superfund), 42 U.S.C. 9601 et. seq.

This written permission is given voluntarily with the knowledge of our right to refuse and without threats or promises of any kind.

DATE

SIGNATURE